IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE, AT NASHVILLE

SUSAN BALES RABINDRANATH,

Complainant,

vs.

WILFRED KOLADY RABINDRANATH,

Defendant.

No. 82D-2524

162-9-C
708

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FINAL DECREE

This cause came on to be heard on the 23rd day of November, 1982, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Complaint of Susan Bales Rabindranath for an Absolute Divorce from Wilfred Kolady Rabindranath, on the ground of Irreconcilable Differences.

The Complaint herein was filed on August 5, 1982, and service of process was had on the defendant on August 18, 1982, with a Property Settlement Agreement duly executed by the parties being subsequently filed. This cause being uncontested and the necessary time having expired for the Complaint herein to remain on file pursuant to the provisions for divorce upon the ground of Irreconcilable Differences, it was the opinion of the Court that an Absolute Divorce should be awarded to complainant in this cause and the Court finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties and that said agreement should be approved.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The complainant, Susan Bales Rabindranath, is awarded an Absolute Divorce from the defendant, Wilfred Kolady Rabindranath, on the ground of Irreconcilable Differences.

2. The Property Settlement Agreement entered into between the parties, as set forth in pertinent part below, and which refers to this cause by style and docket number, is approved and incorporated into and made a part of this Decree:

I.

The parties have hereto, before the execution of this Agreement, physically divided and taken into their respective personal possession all tangible personal property in which either party hereto has any interest and which are not herein specifically referred to. Each party does hereby transfer and quitclaim unto the other party all of his or her interest in and to all the tangible chattels now in the possession of the other party. Each party will pay the indebtedness, if any, for any tangible personal property in his or her possession.

II.

It is agreed by the parties that all of the various items of jewelry which were gifts to the Wife from the Husband and his family shall be the sole and separate property of the Husband and that the Wife shall immediately return to the Husband any such pieces of jewelry now in her possession or under her dominion or control.

III.

The Husband is to retain ownership and possession of the Cougar and Porsche automobiles and the Wife is to retain ownership and possession of the Volkswagon automobile; each shall pay any liens, license fees, and insurance for the automobile in his or her possession and hold the other harmless for same.

IV.

It is further agreed that any and all property acquired by either party subsequent to the date of this agreement shall be the separate and sole property of the party acquiring same.

V.

The parties presently own a condominium as tenants by the entireties. The parties have agreed that all right, title, and interest of the Husband to the condominium shall be divested out of the Husband and vested solely in the Wife and that she will be liable for all monthly mortgage payments and be responsible for all repairs, maintenance and taxes now due and owing on said condominium as well as all such future obligations and shall hold the Husband harmless for same.

VI.

The parties presently own real property located on Berkley Lake, Stewart County, Tennessee, as tenants by the entireties. The parties have agreed that all right, title, and interest of the Wife to this property shall be divested out of Wife and vested solely in the Husband.

VII.

It is also expressly agreed that any debts or obligations contracted by either party prior to as well as subsequent to the date of separation of the parties shall be the sole and separate responsibility of and liability to the party contracting such debt or obligation and that the other party will hold the other harmless for all such debts or obligations.

VIII.

Each party will pay his or her own attorney's fee.

IX.

Wife agrees to pay all court costs in this cause.

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It is also agreed that either party will promptly execute any and all documents of any kind or character for the other which may be necessary or proper to carry out the terms thereof.

3. That the Court costs in this cause are taxed to complainant.

Enter this 23rd day of November, 1982.

Muriel Robinson

Muriel Robinson, Judge, Fourth Circuit Court
of Davidson County, Tennessee, at Nashville

Approved for Entry:

Hollis I. Moore

Hollis I. Moore, Jr.
Attorney for Complainant

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a copy of the foregoing Final Decree to the Attorney for defendant, Hon. Nancy K. Corley, at Stephenson, Lackey & Waite, 501 Union Bldg., Suite 702, P. O. Box 2829, Nashville, TN, 37219, this the 23rd day of November, 1982.

Hollis I. Moore

Hollis I. Moore, Jr.

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IDENTIF. REFERENCE

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DAVIDSON COUNTY, TN

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STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* FOURTH *Circuit Court for Davidson County, Tennessee, on the* twenty-third *day of* November, *19* 82, *in Case Number* 82D-2524 *between* SUSAN BALES RABINDRANATH *Plaintiff, and* WILFRED KOLADY RABINDRANATH *Defendant, as same remains of record in Book* 127C, *Page* 2073 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 23 *day of* October *in the year one thousand nine hundred and* eighty-four *and in the* 209 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117